



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

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Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

December 2, 2008

IN REPLY PLEASE

REFER TO FILE: PD-0

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**COOPERATIVE AGREEMENT BETWEEN THE ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY AND THE LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT FOR INTERIM OPERATION AND MAINTENANCE OF THE  
ANAHEIM STREET DRAIN AND PUMP STATION  
WILMINGTON AREA OF THE CITY OF LOS ANGELES  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

This action will authorize the Director of Public Works or her designee to enter into an agreement with Alameda Corridor Transportation Authority providing for the Los Angeles County Flood Control District to perform interim operation and maintenance of the Anaheim Street Drain and Pump Station in the Wilmington area of the City of Los Angeles until the Los Angeles County Flood Control District's formal acceptance of the facilities.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY  
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Find that approval of the Interim Operation and Maintenance Agreement does not require a further environmental assessment; and authorize the Director of Public Works or her designee to negotiate and execute the Interim Operation and Maintenance Agreement with Alameda Corridor Transportation Authority for the Los Angeles County Flood Control District's interim operation and maintenance of the Anaheim Street Drain and Pump Station at the expense of the Los Angeles County Flood Control District from December 15, 2008, until all rights necessary

for the permanent operation and maintenance of the facilities have been transferred to the Los Angeles County Flood Control District and your Board has formally accepted the facilities.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to authorize the Director of Public Works or her designee to enter into an Interim Operation and Maintenance Agreement (Agreement) with Alameda Corridor Transportation Authority (ACTA) to operate and maintain the Anaheim Street Drain and Pump Station (Facilities) on an interim basis commencing on December 15, 2008, and continuing until the Facilities are formally accepted for maintenance and operation by your Board on behalf of the Los Angeles County Flood Control District (LACFCD).

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1). The Agreement will provide for the interim operation and maintenance of a drain and pump station that serves to alleviate flooding and increase pedestrian and vehicular safety throughout the project area.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The cost to operate and maintain the Facilities is estimated to be \$3,500 per month, which is available in the Fiscal Year 2008-09 Flood Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On January 19, 2001, Synopsis 76, your Board approved Agreement No. 73412 between the County of Los Angeles (County) and ACTA regarding the design and construction of the Facilities located in the Wilmington area of the City of Los Angeles. Under the terms of Agreement No. 73412, as amended, the Facilities were to be designed and constructed by ACTA, with the County contributing a fixed sum of \$12,750,000 toward the project cost. Agreement No. 73412 further provides for the County to assume ownership, operation, and maintenance responsibilities upon completion and the County's acceptance of the Facilities. It was anticipated that the LACFCD would operate and maintain the completed Facilities at its sole cost and expense. The construction of the Facilities was completed by ACTA in 2006; however, the County had refused to accept ownership of the Facilities as requested by ACTA.

because of extensive environmental contamination that had been encountered during construction of the Facilities.

On June 19, 2008, County Counsel notified your Board that ACTA had filed a lawsuit to obtain a court order to require the County to accept the transfer of the Facilities. At a mediation session on October 21, 2008, a settlement of this lawsuit was conceptually agreed to, subject to your Board's approval. In its lawsuit, ACTA also is seeking reimbursement for the cost of operating the Facilities since their completion. Under the terms of the proposed settlement, LACFCD would pay a portion of those costs and would assume responsibility for future maintenance and operation of the Facilities. Finalizing the settlement will take some time as it will require the City of Los Angeles to approve the transfer to the LACFCD of limited property interests in its rights of way and other city-owned property.

While the final terms of the settlement agreement are being negotiated, LACFCD is willing to begin to operate and maintain the Facilities at its own cost on an interim basis commencing on December 15, 2008. This assumption of interim operation will terminate the accrual of costs that ACTA would seek to recover from the LACFCD. In addition, LACFCD's cost of operation and maintenance is expected to be less than ACTA's costs since ACTA must use outside contractors for such services. LACFCD will continue this interim operation and maintenance until the proposed settlement is submitted to your Board for approval and formal acceptance of the Facilities.

Prior to the Director of Public Works or her designee executing the Agreement, which will be substantially similar to the one attached, it will be signed by ACTA and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

On June 19, 2001, Synopsis 76, your Board approved the Final Environmental Impact Report (EIR) for this project in accordance with the provisions of the California Environmental Quality Act (CEQA). The LACFCD's operation and maintenance of the project was anticipated in the EIR and there are no new environmental issues that need to be considered.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

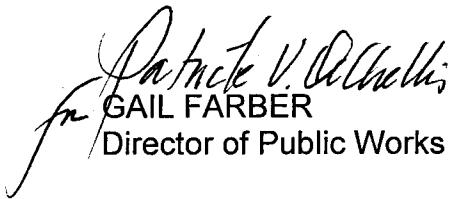
The Agreement will facilitate continued operation and maintenance of the Facilities, ensuring that the Facilities operate properly to alleviate flooding in the area and enhance public safety.

The Honorable Board of Supervisors  
December 2, 2008  
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**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Programs Development Division.

Respectfully submitted,

  
GAIL FARBER  
Director of Public Works

GF:SA:abc

Attachments

c: Chief Executive Office (Lari Sheehan)  
County Counsel

SAMPLE AGREEMENT FOR

COOPERATIVE INTERIM MAINTENANCE AGREEMENT

This cooperative interim maintenance agreement (hereinafter referred to as INTERIM MAINTENANCE AGREEMENT), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY, a joint powers authority created by the Cities of Long Beach and Los Angeles and their respective ports to implement the Alameda Corridor Program (hereinafter referred to as ACTA), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT).

WITNESSETH

WHEREAS, ACTA and the County of Los Angeles, acting on behalf of DISTRICT, entered into Agreement No. 73412 on June 19, 2001, as amended by Agreement No. 73412-S1 dated September 2, 2003, (collectively, Agreement No. 73412), which establishes ACTA'S responsibility to design, construct, and inspect the Anaheim Street Drain and Pump Station Project, which is shown on the map on the attached Exhibit A (hereinafter referred to as FACILITY), with DISTRICT contributing funding toward said FACILITY; and

WHEREAS, under Agreement No. 73412, ACTA intends to transfer the rights and obligation to operate and maintain the FACILITY to DISTRICT and DISTRICT intends to take over operation, and maintenance responsibilities at its sole cost and expense (hereinafter referred to as DISTRICT ACCEPTANCE); and

WHEREAS, ACTA and DISTRICT are in the process of completing steps needed for DISTRICT ACCEPTANCE of FACILITY; and

WHEREAS, ACTA has requested DISTRICT to perform interim operation and maintenance of FACILITY on behalf of ACTA prior to DISTRICT ACCEPTANCE; and

WHEREAS, DISTRICT is willing to perform interim operation and maintenance of FACILITY on behalf of ACTA, effective December 15, 2008, until DISTRICT ACCEPTANCE, under the terms hereunder.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by ACTA and DISTRICT and of the premises herein contained, it is hereby agreed as follows:

(1) ACTA AGREES:

- a. To provide or arrange for DISTRICT and all of its employees, agents, or representatives to receive all necessary rights of access to FACILITY to perform this INTERIM MAINTENANCE AGREEMENT.
- b. To retain all responsibility under that certain permit issued by the South Coast Air Quality Management District (the Air Permit) for FACILITY until DISTRICT ACCEPTANCE.
- c. To ensure that the telemetry system is operational through December 15, 2008.

(2) DISTRICT AGREES:

- a. To perform interim operation and maintenance of FACILITY on behalf of ACTA at DISTRICT'S sole cost and expense from December 15, 2008, until DISTRICT ACCEPTANCE.
- b. To pay all utility bills and all other costs relating to operation and maintenance of the FACILITY, as described herein, until DISTRICT ACCEPTANCE.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. For the purpose of this INTERIM MAINTENANCE AGREEMENT, "interim operation and maintenance" of FACILITY shall mean:
  - i. Relating to the Pump Station: inspections during storms to determine that the Pump Station is functioning during said storms; routine preventive maintenance of mechanical and electrical components; sump clean out; cleaning of the building interior and exterior; and maintenance of the landscaping, which is limited to the pruning and trimming of vegetation and the clean up of landscape litter and debris.
  - ii. Relating to the Storm Drain: minor catch basin and lateral maintenance, repair and clean out, and the adjustment of manholes to assure that manholes that access the drain remain at street level.

- b. Notices to be provided in writing by U.S. mail to the following:

ACTA: Mr. John T. Doherty  
Chief Executive Officer  
Alameda Corridor Transportation Authority  
One Civic Plaza, Suite 350  
Carson, CA 90745

DISTRICT: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- c. Neither party shall have any obligation to the other party under this INTERIM MAINTENANCE AGREEMENT except as herein provided.
- d. This INTERIM MAINTENANCE AGREEMENT may be modified or assigned only by the advance prior written consent of both parties, at the absolute discretion of each of the parties.
- e. This INTERIM MAINTENANCE AGREEMENT is not intended to affect the rights or obligations of the parties under Agreement No. 73412, which remains in full force and effect, except as may be explicitly set forth in this INTERIM MAINTENANCE AGREEMENT.
- f. This INTERIM MAINTENANCE AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- g. The provisions of this INTERIM MAINTENANCE AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- h. This INTERIM MAINTENANCE AGREEMENT inures solely to the benefit of ACTA, DISTRICT, and the County of Los Angeles, and is not intended to benefit any other third party.
- i. Neither DISTRICT nor any officer or employee of DISTRICT shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of ACTA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of ACTA under this INTERIM MAINTENANCE AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, ACTA shall fully indemnify, defend, and hold DISTRICT harmless from

any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions or acts of willful misconduct on the part of ACTA under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of ACTA under this INTERIM MAINTENANCE AGREEMENT.

- j. Neither ACTA nor any officer or employee of ACTA shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this INTERIM MAINTENANCE AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, DISTRICT shall fully indemnify, defend, and hold ACTA harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of DISTRICT under this INTERIM MAINTENANCE AGREEMENT.
- k. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this INTERIM MAINTENANCE AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have caused this INTERIM MAINTENANCE AGREEMENT to be executed by their respective officers, duly authorized, by the ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY on \_\_\_\_\_, 2008, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2008.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Principal Deputy

ALAMEDA CORRIDOR  
TRANSPORTATION AUTHORITY

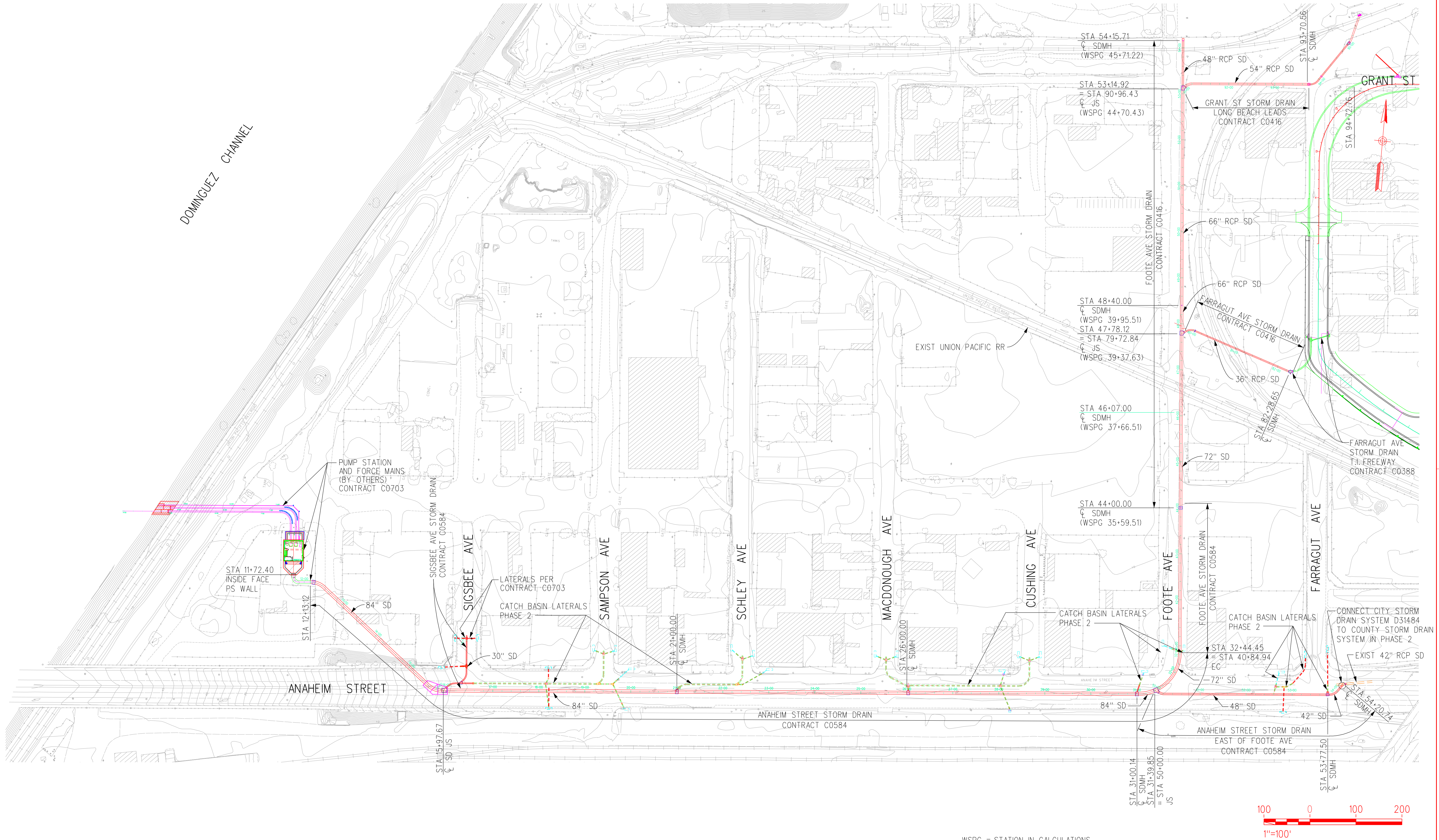
By \_\_\_\_\_  
Chief Executive Officer

APPROVED AS TO FORM:

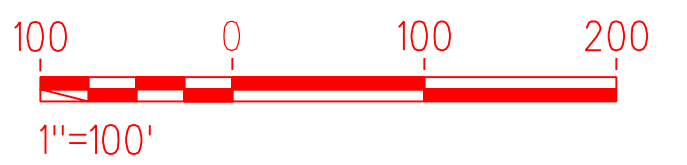
By \_\_\_\_\_  
ACTA General Counsel

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WSPG = STATION IN CALCULATIONS



**ALAMEDA CORRIDOR ENGINEERING TEAM**  
Darrel Mann, Johnson, & Mendenhall  
Moffatt & Nichol Engineers  
Jenkins/Gale & Martinez, Inc.  
TELACU

SUBMITTED \_\_\_\_\_  
APPROVED \_\_\_\_\_

ALAMEDA CORRIDOR  
ANAHEIM STREET STORM DRAIN

FIGURE 2  
STORM DRAIN ALIGNMENT MAP